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1                   IN THE UNITED STATES DISTRICT COURT  
2                   FOR THE DISTRICT OF ALASKA AT ANCHORAGE  
3   UNITED STATES OF AMERICA for the  
4   use of NORTH STAR TERMINAL &  
5   STEVEDORE COMPANY, d/b/a NORTHERN  
6   STEVEDORING & HANDLING, and NORTH  
7   STAR TERMINAL & STEVEDORING COMPANY,  
8   d/b/a Northern Stevedoring &  
9   Handling, on its own behalf,  
10                  Plaintiffs,

COPY

vs.

11   UNITED STATES OF AMERICA for the  
12   use of SHORESIDE PETROLEUM, INC.,  
13   d/b/a Marathon Fuel Service, and  
14   SHORESIDE PETROLEUM, INC., d/b/a  
15   Marathon Fuel Service, on its own  
16   behalf,

Intervening Plaintiffs,

and

METCO, INC.,

Intervening Plaintiff,

vs.

17   NUGGET CONSTRUCTION, INC.; SPENCER  
18   ROCK PRODUCTS, INC.; UNITED STATES  
19   FIDELITY AND GUARANTY COMPANY;  
20   and ROBERT A. LAPORE,  
21                  Defendants.

Case No. A98-009 CIV (HRH)

DEPOSITION OF JACK GOODWILL

Taken March 16, 2006

Commencing at 12:34 p.m.

Volume I - Pages 1 - 91, inclusive

<p style="text-align: right;">Page 2</p> <p>1 2 3 Taken by the Defendants 4 at 5 Oles Morrison Rinker &amp; Baker, LLP 6 745 West Fourth Avenue, Suite 502 7 Anchorage, Alaska 8 9 Reported by: 10 Mary A. Vavrik, RMR 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25</p> <p style="text-align: center;">Y900</p>	<p style="text-align: right;">Page 4</p> <p>1 2 Taken by: 3 Mary A. Vavrik, RMR 4 5 BE IT KNOWN that the aforementioned deposition was 6 taken at the time and place duly noted on the title 7 page, before Mary A. Vavrik, Registered Merit 8 Reporter and Notary Public within and for the State 9 of Alaska. 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25</p>
<p style="text-align: right;">Page 3</p> <p>1 A-P-P-E-A-R-A-N-C-E-S 2 For Plaintiff North Star Terminal &amp; Stevedore 3 Company and the witness: 4 Michael W. Sewright 5 Burr, Pease &amp; Kurtz 6 810 N Street 7 Anchorage, Alaska 99501 8 (907) 276-6100 9 10 For Intervening Plaintiffs Shoreside Petroleum, Inc. 11 and Metco, Inc.: 12 Steven J. Shamburek 13 Law Office of Steven J. Shamburek 14 425 G Street, Suite 630 15 Anchorage, Alaska 99501 16 (907) 522-5339 17 18 For Defendants Nugget Construction, Inc. and United 19 States Fidelity and Guaranty Company: 20 Thomas R. Krider 21 Oles Morrison Rinker &amp; Baker, LLP 22 701 Pike Street, Suite 1700 23 Seattle, Washington 98101-3930 24 (206) 623-3427 25 26 For Defendant United States Fidelity and Guaranty 27 Company: 28 Herbert A. Viergutz 29 Barokas Martin &amp; Tomlinson 30 1029 West 3rd Avenue, Suite 280 31 Anchorage, Alaska 99501 32 (907) 276-8010 33 34 Also present: 35 John Smithson 36 Nugget Construction, Inc. 37 38 Witness: 39 Jack Goodwill 40 P.O. Box 594 41 Seward, Alaska 99664 42 43 44 45</p>	<p style="text-align: right;">Page 5</p> <p>1 P-R-O-C-E-E-D-I-N-G-S 2 (Exhibit No. 1 marked.) 3 JACK GOODWILL, 4 called as a witness herein, being first duly sworn 5 to state the truth, the whole truth and nothing but 6 the truth by the Notary, testified under oath as 7 follows: 8 EXAMINATION 9 BY MR. KRIDER: 10 Q Mr. Goodwill, could you please state and spell 11 your name for the record? 12 A Jack Goodwill. J-A-C-K G-O-O-D-W-I-L-L. 13 Q Mr. Goodwill, my name is Tom Krider. I'm an 14 attorney for Nugget and USF&amp;G in this matter. Have 15 you ever had your deposition taken before? 16 A Maybe once. 17 Q Do you recall what that was for? 18 A It was for a ship that we had loaded in Seward 19 years ago, and they didn't pay the money that they 20 owed for the services rendered, and I think at some 21 point in time they came back into the country. We 22 had a -- we seized the ship, so I had to give a 23 statement about the loading of the ship. 24 MR. SEWRIGHT: Mr. Goodwill, you are 25 going to have to make an extra effort to speak up.</p>

<p style="text-align: right;">Page 42</p> <p>1 accurate?</p> <p>2 A Yes.</p> <p>3 Q In paragraph 5 of your affidavit on page 3,</p> <p>4 toward the latter part of that there is a</p> <p>5 discussion. It says, "Also, when I had questions</p> <p>6 regarding the suitability of the wear deck on the</p> <p>7 barge for the large stones being loaded, it was</p> <p>8 Mr. Randolph, project manager for Nugget</p> <p>9 Construction, who provided me with a letter." Do</p> <p>10 you see that?</p> <p>11 A Yes.</p> <p>12 Q What made you question the wear deck?</p> <p>13 MR. SEWRIGHT: Where is that again,</p> <p>14 Counsel?</p> <p>15 MR. KRIDER: Paragraph 5, second to</p> <p>16 last sentence.</p> <p>17 THE WITNESS: I didn't want to -- a</p> <p>18 wear deck is a wear deck, and it's put on there for</p> <p>19 normal wear and tear of loading the barge. And I</p> <p>20 didn't want to put some little cracks in it or have</p> <p>21 another special -- if it was going to go on to be</p> <p>22 used for something else, I was just concerned; I</p> <p>23 didn't want to damage that wear deck. So I wanted</p> <p>24 to know what his intent was with it. He said, no,</p> <p>25 that the wear deck is going to come off. It's just</p>	<p style="text-align: right;">Page 44</p> <p>1 the question, Counsel. He said -- you haven't laid</p> <p>2 a foundation that he had anything to do with this</p> <p>3 agreement or what it would agree.</p> <p>4 MR. KRIDER: I'm asking if he</p> <p>5 understands what "F.O.B., contractor provided barge</p> <p>6 deck" means.</p> <p>7 MR. SEWRIGHT: Continuing objection</p> <p>8 because I've seen that mean many things, and I've</p> <p>9 seen legal disputes over that term before, sir.</p> <p>10 MR. KRIDER: I'm asking for his</p> <p>11 understanding.</p> <p>12 MR. SHAMBUREK: I object to the</p> <p>13 extent that it calls for a legal conclusion.</p> <p>14 MR. KRIDER: That's fine.</p> <p>15 BY MR. KRIDER:</p> <p>16 Q Do you have an understanding of what "F.O.B.,</p> <p>17 contractor...barge deck" means?</p> <p>18 A F.O.B., free on board.</p> <p>19 Q Free on board, contractor...barge deck, what's</p> <p>20 your understanding of what that means in your</p> <p>21 industry?</p> <p>22 MR. SEWRIGHT: Continuing objections.</p> <p>23 THE WITNESS: This is between Nugget</p> <p>24 and Spencer.</p> <p>25 BY MR. KRIDER:</p>
<p style="text-align: right;">Page 43</p> <p>1 put on there just for loading the rock.</p> <p>2 BY MR. KRIDER:</p> <p>3 Q So you had some concern that you might damage</p> <p>4 the wear deck?</p> <p>5 A Yes.</p> <p>6 Q And did Mr. Randolph assure you that wasn't an</p> <p>7 issue?</p> <p>8 A Yes.</p> <p>9 (Exhibit No. 6 marked.)</p> <p>10 BY MR. KRIDER:</p> <p>11 Q Mr. Goodwill, you have been handed what's been</p> <p>12 marked as Exhibit 6, which is a Nugget Construction,</p> <p>13 Inc. material contract to Spencer Rock Products.</p> <p>14 I'm going to presume you have never seen this</p> <p>15 before, but is that accurate on my part?</p> <p>16 A Yes.</p> <p>17 Q The reason I have handed it to you is I'd like</p> <p>18 you to turn to the second page and have you read</p> <p>19 Section 3.</p> <p>20 A Okay.</p> <p>21 Q The first part of it, it says, "All material</p> <p>22 furnished under this agreement is to be furnished</p> <p>23 F.O.B., contractor provided barge deck, Seward,</p> <p>24 Alaska." Do you understand what that means?</p> <p>25 MR. SEWRIGHT: Object to the form of</p>	<p style="text-align: right;">Page 45</p> <p>1 Q Correct.</p> <p>2 A I don't know what their intent is there.</p> <p>3 Q Did you have an understanding during the course</p> <p>4 of the project as to who was responsible for the</p> <p>5 rock until it was loaded onto the barge?</p> <p>6 MR. SEWRIGHT: Object to the form,</p> <p>7 foundation.</p> <p>8 THE WITNESS: No.</p> <p>9 BY MR. KRIDER:</p> <p>10 Q You didn't know whose rock it was that you were</p> <p>11 loading?</p> <p>12 A We were loading Nugget rock.</p> <p>13 Q And what gave you that impression?</p> <p>14 A It was my impression that this whole operation</p> <p>15 was a Nugget Construction project. I mean,</p> <p>16 that's -- everything was done per Nugget.</p> <p>17 Q Who was your contract with for loading of the</p> <p>18 barge?</p> <p>19 MR. SEWRIGHT: Object to the form of</p> <p>20 the question, calls for legal conclusion.</p> <p>21 BY MR. KRIDER:</p> <p>22 Q Who did you understand your contract to be with</p> <p>23 for loading of the barge in 1997 while the work was</p> <p>24 being performed?</p> <p>25 MR. SEWRIGHT: Same objection.</p>

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1 THE WITNESS: I always thought it was  
2 Spencer and Nugget.  
3 BY MR. KRIDER:  
4 Q Why would you think it was Nugget?  
5 A Because they were the ones that were directing  
6 everything. They were the ones that told us when to  
7 load the barge, how much on the barge, what type of  
8 rock on the barge, when to expect the barge back.  
9 Randy was the -- was the guy in charge. He told me  
10 how he wanted the invoices done. I mean, he was --  
11 he didn't let one thing go by him. He was --  
12 Q And who were those invoices sent to,  
13 Mr. Goodwill?  
14 MR. SEWRIGHT: Object to the form of  
15 the question. Which invoices?  
16 BY MR. KRIDER:  
17 Q Invoices for this project.  
18 A They were sent to -- they were supposedly sent  
19 to Nugget Construction and -- Nugget Construction  
20 barge and/or owner, Spencer Rock. That's how they  
21 were supposed to be sent.  
22 Q In your declaration -- or your affidavit on  
23 page 2 on paragraph 4, it says, the last full  
24 sentence at the bottom of the page, "Mr. LaPore  
25 requested that Northern Stevedore & Handling load

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1 the rock upon the barge which Nugget would be  
2 providing starting in the springtime." Do you see  
3 that?  
4 A Yes.  
5 Q Did you understand that it was Mr. LaPore at  
6 Spencer who made the request for you to perform this  
7 work?  
8 MR. SEWRIGHT: Mr. Krider, where are  
9 you? I haven't caught up yet.  
10 MR. KRIDER: Page 2, paragraph 4.  
11 MR. SEWRIGHT: What's the question,  
12 again?  
13 MR. KRIDER: Could you please read  
14 back the question?  
15 (The requested record was read.)  
16 MR. SEWRIGHT: Object to the form of  
17 the question, and particularly unless you time it  
18 to -- object to the form of the question.  
19 BY MR. KRIDER:  
20 Q Was it your understanding that Mr. LaPore  
21 requested that you perform this work?  
22 MR. SEWRIGHT: I'm going to object to  
23 the form of the question as to timing. There is a  
24 reference to mid-August here, 1996. Then later he  
25 said LaPore called him. And that's -- it's in the

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1 context of that call that the rest of this sentence  
2 is here, that call that Nugget had gotten the job.  
3 THE WITNESS: To me you are taking  
4 that sentence out of context. I mean, my intent in  
5 making this statement was Bob called me and said  
6 Nugget was awarded the job. We got the work and we  
7 are going to have you put that rock on the barge  
8 that Nugget is going to provide.  
9 BY MR. KRIDER:  
10 Q Who was going to have you do that?  
11 A Nugget was.  
12 Q Why was Mr. LaPore calling on behalf of Nugget,  
13 if you know?  
14 A Just like I said there, he called and said --  
15 informed me that Nugget Construction had obtained  
16 the contract. He was very happy. So was I.  
17 Q And who did you believe you were working for at  
18 the time you loaded those barges?  
19 A Nugget.  
20 Q And why is that?  
21 A Because Nugget was in charge. They were the  
22 people that were there. They -- they were the ones  
23 that were telling us what to do, what type of rock,  
24 how much rock.  
25 Q Did Nugget ever pay you for any of those

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1 loadings?  
2 A I'm not supposed to give a smart answer, but --  
3 Q Strike that. Did Nugget ever promise to pay  
4 you for any of those loadings?  
5 A No.  
6 MR. SEWRIGHT: Object to the form of  
7 the question.  
8 BY MR. KRIDER:  
9 Q If your contract was with Nugget, why was there  
10 a credit application sent to Spencer Rock Products?  
11 MR. SEWRIGHT: Object to the form.  
12 THE WITNESS: That was done in  
13 Anchorage. I mean, I didn't -- I did not do that.  
14 BY MR. KRIDER:  
15 Q So who told Anchorage that Mr. LaPore required  
16 a credit report -- a credit application?  
17 MR. SEWRIGHT: Object to the form,  
18 foundation.  
19 THE WITNESS: Of course, I informed  
20 Anchorage that we were going to load rock from the  
21 Spencer quarry to a Nugget Construction barge. They  
22 took it from there to have Bob fill out the  
23 paperwork, evidently.  
24 BY MR. KRIDER:  
25 Q And you never told them you would be working on

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1 A Yep. Yes, sir, I did. I think that's what it  
2 was.  
3 Q Were those letters that you sent to the Corps  
4 of Engineers intending to be honest statements of  
5 your position on this project?  
6 MR. SEWRIGHT: Object to the form of  
7 the question.  
8 THE WITNESS: Yes.  
9 BY MR. KRIDER:  
10 Q So please explain for me, then, if you turn  
11 back to Exhibit 7 at the back of your affidavit, why  
12 it is that in the first sentence of your letter  
13 dated August 4, 1997 you told the Corps of Engineers  
14 that "Northern Stevedoring has been working for  
15 Spencer Rock Products, Inc. from May 1 to June 26,  
16 1997"?  
17 MR. SEWRIGHT: Let's let the witness  
18 read the whole letter. Go ahead and take time, sir,  
19 to read the whole letter.  
20 THE WITNESS: Yeah, I read that. I  
21 should have made mention of Nugget at the same time.  
22 BY MR. KRIDER:  
23 Q Well, now, if you believed you were working for  
24 Nugget, why did you tell the Army Corps of Engineers  
25 that you had been working for Spencer Rock Products?

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1 A He's the one that initially set it up.  
2 Spencer -- what I'm saying is I probably should have  
3 said in that letter working for Spencer and Nugget.  
4 Q So Mr. Goodwill, did you ever ask Bob LaPore  
5 for payment on your invoices?  
6 A Yes.  
7 Q And if you believe you were working for Nugget,  
8 why did you ask Mr. LaPore for payment on your  
9 invoices?  
10 A That's where Randy told me to send the bill to.  
11 Q But if you believe you were working for Nugget,  
12 why were you asking Mr. LaPore to pay your invoices?  
13 MR. SEWRIGHT: Asked and answered.  
14 MR. KRIDER: I don't believe he did  
15 answer it.  
16 MR. SEWRIGHT: He did answer it,  
17 Counsel. You want to argue about it, we can, but he  
18 did answer it. Asked and answered. He said Randy  
19 Randolph said to send the bills to Spencer.  
20 MR. KRIDER: That doesn't explain why  
21 he then asked Spencer for payment.  
22 MR. SEWRIGHT: Counsel, it does to  
23 me.  
24 THE WITNESS: Randy said that's how  
25 to direct the bills for us to get paid, so that's

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1 what I did. And once the bills were sent, we didn't  
2 get paid. So I figured it must be -- need to be a  
3 change here or something, but a lot of work taking  
4 place with no payment being received from anyone.  
5 BY MR. KRIDER:  
6 Q And who is the first person you asked for  
7 payment, Mr. Randolph or Mr. LaPore?  
8 A I first asked Randy how he wanted the bills to  
9 be directed, and that's -- he said that's what he  
10 wanted done. And so --  
11 Q But, sir, my question was: Who did you first  
12 ask for payment from, Mr. LaPore or Mr. Randolph?  
13 A Mr. LaPore.  
14 Q And do you recall approximately when you had  
15 the first conversation with Mr. Randolph about  
16 payment?  
17 A Not offhand. I'm trying to think. I know we  
18 had done work because we did, like, three barges in  
19 one month, so -- so normally you had to give them  
20 like 30 days, anyway. So I don't recall the actual  
21 date, but I -- I know it would more than likely have  
22 been in June sometime, I think. But I'm not  
23 certain.  
24 Q Do you know if it was before or after you had  
25 performed your last loading of the barges?

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1 A Like I say, I'm not -- not sure on that time  
2 frame. It all went so fast. We did three barges in  
3 one month.  
4 Q But your recollection is that it wouldn't have  
5 been prior to the first of June?  
6 A I wouldn't think so.  
7 Q Now, did Mr. Randolph ever tell you that you  
8 would be paid by Nugget?  
9 A Not directly. He said that -- send your bills  
10 to Spencer Rock and get your payment.  
11 Q And who will get your payment?  
12 A We will get paid.  
13 Q By sending your invoices to Spencer?  
14 A Yeah.  
15 Q Did he ever tell you that Nugget would pay you?  
16 A He just said we'd get paid.  
17 Q Did he ever tell you whether Nugget would pay  
18 you?  
19 A He didn't make reference to that.  
20 MR. SEWRIGHT: Object to the form of  
21 the question.  
22 BY MR. KRIDER:  
23 Q On page 5, paragraph 9, in the middle of the  
24 paragraph you say, "I understood it was a federal  
25 project and had no doubt Northern Stevedoring would

15 (Pages 54 to 57)



<p style="text-align: right;">Page 58</p> <p>1 be paid, if necessary from the payment bond, because</p> <p>2 I was dealing directly with the owner of Spencer</p> <p>3 Rock and the product manager for Nugget</p> <p>4 Construction." Do you see that?</p> <p>5 A Yes, sir.</p> <p>6 Q Other than your knowledge that it was a federal</p> <p>7 job, was there any other reason that you had for</p> <p>8 believing that Northern Stevedore would be paid?</p> <p>9 MR. SEWRIGHT: Object to the form of</p> <p>10 the question.</p> <p>11 THE WITNESS: What are you saying,</p> <p>12 again?</p> <p>13 BY MR. KRIDER:</p> <p>14 Q You say here that you had no doubt you would be</p> <p>15 paid because there was a bond. Did you have any</p> <p>16 other assurances from anybody else that you would be</p> <p>17 paid, other than the fact that the bond was in</p> <p>18 existence?</p> <p>19 A I'm not --</p> <p>20 MR. SEWRIGHT: Asked and answered,</p> <p>21 and continuing objection to form.</p> <p>22 BY MR. KRIDER:</p> <p>23 Q You can answer the question.</p> <p>24 A I think my train of thought at the time was</p> <p>25 that it was a federal job, and I was kind of under</p>	<p style="text-align: right;">Page 60</p> <p>1 MR. SEWRIGHT: Object to the form of</p> <p>2 the question.</p> <p>3 THE WITNESS: Well, that's when it</p> <p>4 kind of all came out that Nugget hadn't paid him is</p> <p>5 what he was saying, so he couldn't pay us.</p> <p>6 BY MR. KRIDER:</p> <p>7 Q But did he acknowledge that he was responsible</p> <p>8 for paying you?</p> <p>9 MR. SEWRIGHT: Continuing objection,</p> <p>10 calls for a legal conclusion.</p> <p>11 THE WITNESS: I don't know. Alls I</p> <p>12 wanted was the money. We wasn't getting any, and it</p> <p>13 was getting pretty outstanding, I mean, months into</p> <p>14 it.</p> <p>15 BY MR. KRIDER:</p> <p>16 Q Did Mr. LaPore ever indicate to you that he</p> <p>17 owed you the money?</p> <p>18 MR. SEWRIGHT: Continuing objection.</p> <p>19 THE WITNESS: I don't recall if it</p> <p>20 was his actual words or --</p> <p>21 BY MR. KRIDER:</p> <p>22 Q Did he ever tell you words to the same effect?</p> <p>23 A Alls I recall is that he said he wasn't --</p> <p>24 hasn't received his funds yet. He couldn't pay us</p> <p>25 until he received his funding.</p>
<p style="text-align: right;">Page 59</p> <p>1 the impression -- I'm not a lawyer or anything, but</p> <p>2 I was -- being as it was a federal job, I always</p> <p>3 thought that it was -- they came in and made sure</p> <p>4 all the -- the little guys were paid before they</p> <p>5 made the final payment to the main -- the main</p> <p>6 worker.</p> <p>7 Q And did you believe that Northern Stevedore was</p> <p>8 covered under that bond for that purpose?</p> <p>9 A Yes, sir.</p> <p>10 Q Did you feel you had any other protection for</p> <p>11 assuring that you would get paid?</p> <p>12 MR. SEWRIGHT: Object to the form of</p> <p>13 the question.</p> <p>14 THE WITNESS: I never gave it any</p> <p>15 other thought. I mean, I'd put my time in for our</p> <p>16 company and go home at night.</p> <p>17 BY MR. KRIDER:</p> <p>18 Q Down in paragraph 10, in the middle of the</p> <p>19 paragraph there is a sentence that says, "He</p> <p>20 acknowledged that the money was due Northern</p> <p>21 Stevedoring, he had no quarrel there, but said he</p> <p>22 was unable to pay." Do you see that?</p> <p>23 A Yes.</p> <p>24 Q Did Mr. LaPore acknowledge to you that he was</p> <p>25 responsible to pay you the sums you had invoiced?</p>	<p style="text-align: right;">Page 61</p> <p>1 Q In your mind, did that acknowledge that he was</p> <p>2 responsible to pay you?</p> <p>3 A Not necessarily.</p> <p>4 Q What else would it have meant, in your view?</p> <p>5 A It means the money was forthcoming either from</p> <p>6 Nugget or the only other player there.</p> <p>7 Q But it was your impression that Mr. LaPore</p> <p>8 intended to be the one to pay you?</p> <p>9 A That's where we sent the bill.</p> <p>10 Q So you expected to be paid by Spencer?</p> <p>11 MR. SEWRIGHT: Object to the form of</p> <p>12 the question.</p> <p>13 THE WITNESS: You know, that's --</p> <p>14 that's the way Randy wanted it set up, and that's</p> <p>15 what we did.</p> <p>16 BY MR. KRIDER:</p> <p>17 Q Did you expect to be paid by Spencer?</p> <p>18 A I just expected to be paid.</p> <p>19 Q You had no expectation as to who you were going</p> <p>20 to get that money from?</p> <p>21 MR. SEWRIGHT: Object to the form.</p> <p>22 THE WITNESS: I figured the money was</p> <p>23 going to come from Nugget.</p> <p>24 BY MR. KRIDER:</p> <p>25 Q Directly or through Spencer?</p>

C-E-R-T-I-F-I-C-A-T-E


I hereby certify that I have read the foregoing transcript and accept it as true and correct, with the following exceptions:

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APR 27 2006

BURR, PEASE & KURTZ

PAGE	LINE	CORRECTION
24	12	that in there? I don't recall.
25	22	a should be &
25	25	close enough
38	20	no. over the phone not a tape recording
38	22	no
44	24	and Spencer?
46	20	barge and/or owner, c/o Spencer
<del>48</del>		Rock. That's how they
49	5	no, not in those words
52	7	change to To both, although it seemed to be really
		for Nugget when loading the barges.

April 26, 2006

  
JACK GOODWILL

Date

(March 16, 2006)

(Use additional paper to note corrections as needed, signing and dating each page.)

(MV)

2 of 2

C-E-R-T-I-F-I-C-A-T-E

I hereby certify that I have read the foregoing transcript and accept it as true and correct, with the following exceptions:

=====

PAGE	LINE	CORRECTION
58	3	change product to project
79	8	change That's true to I don't recall
82	23	No there are other items as stated in my
< 82 through	>	change to previous testimony and affidavits.
83	5	
84	4	change to Spencer Bock & Nugget Construction on the
		Second line.
84	5	change to I think they would be sent in that fashion
84	9	change to I can't say, the fact is he was in charge
		and we loaded the barges per his
		instructions.

April 26, 2006



Date

JACK GOODWILL

(March 16, 2006)

(Use additional paper to note corrections as needed, signing and dating each page.)

(MV)